FILE COPY

Office - Supreme Court, U. S
FILED
APR 10 1937
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1936.

No. [redacted] 11

UNITED STATES OF AMERICA

vs.

ANGIE CROOK WILLIAMS.

RESPONDENT'S BRIEF.

√Perry Smith
FRANK C. WADE,
W. J. DOYLE,
Attorneys for Respondent.

THE DONNELLEY-WARREN PRINTING COMPANY, 350 WEST MADISON, CHICAGO

IN THE

Supreme Court of the United States

OCTOBER TERM, 1936.

No. 795.

UNITED STATES OF AMERICA

vs.

ANGIE CROOK WILLIAMS

RESPONDENT'S BRIEF.

QUESTION PRESENTED.

We accept the "Question Presented" and "Statement" of petitioner, except we are unable to discover any "agreement between a boy seventeen years of age and a recruiting officer of the United States Navy".

STATEMENT.

This is an ordinary suit on a War Risk Insurance contract issued on the life of one, Benson Charles Williams, a seventeen year old boy, when he enlisted in the United States Navy, in which his mother, the respondent herein, was named beneficiary.

Reasons for Denying the Writ.

The law specifically provides that the parents or guardian of the insured must give a written consent to his enlistment and the insurance contract recites it is subject to all laws and regulations relating thereto. (Petition, pp. 12-16.)

The trial court found the certificate was regularly issued, provision made for the deduction of premiums from the insured's pay, as is the custom in all government insurance contracts, and that the insurer was at all times indebted to insured in sums in excess of the premiums as they became due up to the time of his death. It was further found that as a part of said insurance contract the insurer and insured, for a valuable consideration, agreed with respondent to keep this insurance in force during the minority of insured, and in law that it was in force at the death of insured. (Trans., 11-14.) These "Findings of Fact" and "Conclusions of Law" are conclusive in this review.

We are unable to discover any facts or law in this case that invoke the jurisdiction of this Court under subdivision (b) of Section 5, Rule 38 of the Supreme Court of the United States.

There is no question as to the authority of the defendant to enter into the insurance contract under the War Risk Insurance Act and under U. S. C. Title 34, Section (116) (Acts of August 22, 1912, c. 336, Sec. 2, 37, Stat. 356), the consent of parents or guardian is mandatory. (Petition, p. 13.) There are no restrictions or directions as to the form or contents of the consent, therefore, the officer designated to secure the same is authorized to make reasonable conditions and provisions therein. There is nothing in this case to invoke the jurisdiction of this Court.

The United States can act only through its officers and agents and when given general authority by Congress to

make a contract such general authority carries with it authority to determine the form and conditions of such contract. Congress has authorized and made it mandatory that the United States Navy secure consent of parents or guardian for the enlistment of minors under the age of seventeen, with no restrictions or directions as to form or provisions of said consent. This, the trial and Circuit Court of Appeals have held authorized the execution of the contract herein involved.

The execution of the consent, the enlistment and the issuing of the insurance constitute one transaction, were all necessary to and are a part of the insurance contract and thereby the respondent became and is more than an ordinary beneficiary. Upon said enlistment and issue of the insurance, in accordance with the terms of the consent, the respondent became the beneficiary with a vested interest for a valid consideration. Such an interest cannot be divested by the insurer and insured without her knowledge or consent. This is merely a three party contract, duly authorized by law, regularly executed by the parties, with no claim of fraud or mistake, and this Court has no jurisdiction to review the same.

Respondent respectfully submits that the jurisdiction of this Court is not invoked under Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925 and that this petition should be denied.

Respectfully submitted,

FRANK C. WADE,
W. J. DOYLE,
Attorneys for Respondent.